

Orchard View Drive, Londonderry, NH 03053  
Ph: (603)432-9863 Fax: (603)432-2165



# Fax

<b>To:</b> Mindy	<b>From:</b> Scott Benson
<b>Fax:</b>	<b>Pages:</b> 1
<b>Phone:</b>	<b>Date:</b>
<b>Re:</b>	<b>CC:</b>

**Urgent**   
 **For Review**   
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Following is the signed contract,

I would say the best way to order is thru email: [sbenson@bensonslumber.com](mailto:sbenson@bensonslumber.com)

Please allow 48 hours for delivery, it could be sooner but just in case. Email or my cell# 603-234-9092 are the best ways to reach me.

Thanks, Scott



City of Manchester  
Highway Department  
Purchasing Division  
227 Maple Street  
Manchester, New Hampshire 03103

## C O N T R A C T

Agreement made October 29, 2009, between the City of Manchester, a municipal corporation of the State of New Hampshire, herein referred to as "City", and Bensons Lumber and Hardware of Derry, NH, herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

1. Bensons Lumber and Hardware being the lowest responsible Bidder, shall provide to the City the following equipment:

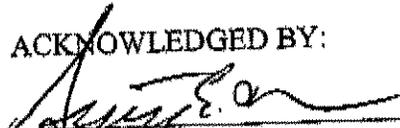
**FY10-500-28**  
**Calcium Flake**

Such supplies, materials, equipment, and services shall be provided in accordance with the bid made by Bensons Lumber and Hardware pursuant to the Invitation to Bid and Terms & Conditions contained in Sealed Bid Invitation, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

2. The City shall pay Bensons Lumber and Hardware the price and amount set out in Contractor's bid on pick-up or delivery to and acceptance by City of the supplies, materials, equipment, and services herein described, and on filing by Bensons Lumber and Hardware and approval by the City of a verified claim for the amount due.
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.
5. The contract shall be for ten (10) months from sate of award above. The term may be extended by mutual agreement between the vendor and the City of Manchester Purchasing Division for additional periods of time thereafter, under the same terms, conditions and pricing structure as indicated in the bid documents.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ACKNOWLEDGED BY:

  
\_\_\_\_\_  
Scott E. Benson  
Vice President

CITY OF MANCHESTER:

  
\_\_\_\_\_  
Kevin A. Sheppard, P. E.  
Public Works Director